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The Software is **licensed, not sold**, only in accordance with the terms of this Agreement.

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1.1 "**Adobe**," "**us**," or "**our**" means Adobe Inc., a Delaware corporation, with a principal place of business at 345 Park Avenue, San Jose, California 95110, if this Agreement is entered into while you are in the United States, Canada, Mexico, United States territories and possessions, and United States military bases ("**North America**"); otherwise, it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland.

1.2 "**Adobe Online Services**" means the web-enabled services and content hosted by Adobe or Adobe's affiliates.

1.3 "**Computer**" means a virtual machine or physical electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications, that conforms to the system requirements of the Software as specified in the Documentation.

1.4 "**Digital Certificates**" means public key certificates or identity certificates which are used to affirm the identity of an individual or organization when applying a digital signature to a document.

1.5 "**Documentation**" means the technical usage guidelines and descriptions of the Software published by Adobe that describes the Software's design and intended purpose. "Documentation" does not include any forum or content supplied by any third party.

1.6 "**Software**" means all software files for Adobe Acrobat Reader in either DC or classic format, and its corresponding data, information, content, fonts, and documents, provided to you by Adobe with or in connection with this Agreement, and any modified versions and copies of, and upgrades, updates, and additions to such information, provided to you by Adobe at any time, to the extent not provided under separate terms (collectively, "**Updates**").

1.7 "**Software Integration**" means a unique product offering which combines the Software with an additional product, service or plugin.

1.8 "**Use**" means to access, install, download, or otherwise benefit from using the functionality of the Software.

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7.2 Our Access to Your Content. Where permitted by law, Adobe will only access or view the output files in limited ways. For example, Adobe may need to access or view output files to (a) respond to feedback or support requests; (b) detect, prevent, or otherwise address fraud, security, legal, or technical issues; (c) develop, improve, customize, and operate the Software (to learn more about improvements made via machine learning, visit http://www.adobe.com/go/machine_learning); and (d) enforce the Agreement.

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8.1 Automatic Connections to the Internet. The Software may cause your Computer, without notice, to automatically connect to the Internet and to communicate with an Adobe website or Adobe domain for purposes such as providing you with additional information, features, or functionality (such as Adobe Online Services).

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9.1 Third-Party Offerings. The Software may allow you to access and interoperate with third-party content, software applications, and data services ("**Third-Party Offerings**"). Your access to and use of any Third-Party Offering, including any goods, services, information, or Digital Certificates, is governed by the terms and conditions respecting such offerings and by applicable law. Third-Party Offerings are not owned or provided by Adobe. You agree that you will not use any such Third-Party Offerings in violation of applicable laws, including copyright laws of the United States or other countries. Adobe or the third party may at any time, for any reason, modify or discontinue the availability of any Third-Party Offerings. Adobe does not control, endorse, or accept responsibility for Third-Party Offerings. Any dealings between you and any third party in connection with any Third-Party Offerings, including such party's privacy policies and use of your personal information, delivery of and payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and the third party. As an example, before relying upon any certified document, digital signature, or certificate authority, you should review the applicable terms and conditions, such as any subscriber agreements, relying party agreements, certificate policies, and practice statements. Third-Party Offerings might not be available in all languages or to residents of all countries, and Adobe or the third party may, at any time and for any reason, modify or discontinue the availability of any Third-Party Offerings. Notices about some third-party materials are available at <http://www.adobe.com/go/thirdparty>.

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10.2 **Acknowledgement.** You agree that: (a) the Software, due to configuration or external issues, might show a signature as valid when it is not; and (c) the security or integrity of a Digital Certificate may be compromised due to an act or omission by the signer of the document, the applicable certificate authority, or any other third party. **You are solely responsible for deciding whether or not to rely on a Digital Certificate. Unless a separate written warranty is provided to you by a certificate authority, your use of Digital Certificates is at your sole risk.**

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14.2 The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. This limitation of liability may not be valid in some jurisdictions. You may have rights that cannot be waived under consumer protection and other laws.

15. Termination.

You and Adobe will each have the right to terminate this Agreement for any reason upon providing at least 30 days' prior written notice. Effective upon termination, you will immediately cease your use of the Software and will destroy (at Adobe's request) your copy of the Software. All licenses granted to you by Adobe will immediately cease upon termination.

16. Survival.

Upon the expiration or termination of this Agreement, the Software may cease to operate without prior notice. Your indemnification obligations, Adobe's warranty disclaimers or limitations of liabilities, intellectual property ownership, privacy, termination, export rules, governing law and dispute resolution provisions, and general provisions as stated in this Agreement will survive. The survival of these provisions will not create or imply any continued right to access and use the Software after termination of the Agreement.

17. Export Rules: Trade Sanctions and Export Control.

The Software, and your use of the Software, is subject to laws, restrictions, and regulations of the United States and other jurisdictions that (A) govern the import, export, and use of the Software; and (B) may prohibit us from providing the Software to you without notice. By using the Software, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the Software by the laws of any jurisdiction.

18. Governing Law and Dispute Resolution.

18.1 If you reside in North America, your relationship is with Adobe Inc., a United States company, and this Agreement is governed by the laws of California, U.S.A. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and this Agreement is governed by the laws of Ireland. If you are in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Australia Trading Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Australia Trading Pty Ltd. You may have additional rights under the law. We do not seek to limit those rights where it is prohibited by law. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction; (b) the United Nations Convention on Contracts for the International Sale of Goods; and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Software in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

18.2 For any concern or dispute you may have, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, you and Adobe must resolve any claims relating to these terms or the Software through final and binding arbitration, except that you may assert claims in small claims court if your claims qualify.

18.3 If you reside in the Americas, JAMS will administrate the arbitration in Santa Clara County, California, pursuant to its Comprehensive Arbitration Rules and Procedures. If you reside in Australia, New Zealand, Japan, mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan, South Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations (ASEAN), then the Singapore International Arbitration Centre (SIAC) will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration (LCIA) will administer the arbitration in London under the LCIA Arbitration Rules. There will be one arbitrator that you and Adobe both select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the parties.

19. Notice to U.S. Government End Users.

19.1 For U.S. Government end users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212); Section 503 of the Rehabilitation Act of 1973, as amended; and the regulations in 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence will be incorporated by reference in this Agreement.

19.2 If you are a U.S. Government entity, or if the Agreement becomes subject to the Federal Acquisition Regulations ("FAR"), then, the Software is a "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government End Users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

20. Compliance with Licenses.

20.1 If you are a business or organization, you agree that upon request from Adobe or Adobe's authorized representative, you will, within 30 days, fully document and certify that use of the Software at the time of the request is in conformity with the licenses granted herein.

20.2 **No Prejudice; European Economic Area Provisions.** Nothing in this Agreement will prejudice the statutory rights of any party, including those dealing as consumers. For example, for consumers in New Zealand who obtain the Software for personal business purposes, this Agreement is subject to the Consumer Guarantees Act. As another example, for consumers in Germany who obtain the Software, this Agreement is subject to the German Product Liability Act.

20.3 Limitation of Liability

20.3.1 Except for German or Austrian consumers, Section 14 (Limitation of Liability) still applies. You are advised to take all reasonable measures to avoid and reduce damages, in particular by making a backup copy of the Software and backup copies of your data.

20.3.2 If you obtained the Software in Germany or Austria, and you usually reside in that country, then Section 14 does not apply. Instead, subject to the provisions in Section 20.3.2, Adobe's statutory liability for damages shall be limited as follows: (a) Adobe shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the license agreement, with respect to damages caused by a slightly negligent breach of a material contractual obligation; and (b) Adobe shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

20.3.3 The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act, liability for assuming a specific guarantee, or liability for culpably caused personal injuries.

21. Updates and Availability.

21.1 **Updates to this Agreement.** We may modify this Agreement at any time, for example, to reflect changes to the law or changes to our Software. You should look at this Agreement regularly. We will post notice of modifications to this Agreement on this page. By continuing to use the Software after the revisions are in effect, you agree to be bound by the revised terms of the updated Agreement.

21.2 **Availability Limitation.** The Software and Adobe Online Services may not be available in all languages or to residents of all countries.

22. Miscellaneous.

22.1 **Entire Agreement.** This Agreement contains the entire understanding of you and Adobe relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.

22.2 **English Version.** The English version of this Agreement will be the version used when interpreting or construing the terms of this Agreement.

22.3 **Headings.** Headings used in this Agreement are provided for convenience only and will not be used to construe meaning or intent.

22.4 **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, this Agreement will continue in full force and effect.

22.5 **No Waiver.** Our failure to enforce or exercise any provision of this Agreement is not a waiver of that provision.

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